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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is entered into as of the 30th day of January, 1996, between AFG/EIREANN LIMITED PARTNERSHIP II, a limited partnership organized under the laws of the Commonwealth of Massachusetts ("Assignor") and CANTRIP INVESTMENTS LIMITED, a corporation organized under the laws of Ireland ("Assignee").

R E C I T A L S:

WHEREAS, Assignor has sold certain assets (the "Transferred Assets") to Assignee pursuant to that certain Master Purchase Agreement, dated as of January 30, 1996 (the "Master Purchase Agreement") by and between Assignor and Assignee;

WHEREAS, the Transferred Assets include those certain equipment leases described in Schedule 1 attached hereto (the "Leases");

WHEREAS, the Transferred Assets were sold to Assignor from American Finance Group, Inc. ("AFG") under a Master Purchase Agreement dated as of January 30, 1996 (the "AFG Master Purchase Agreement"), and

WHEREAS, the Transferred Assets are being managed by AFG under a Management Agreement between Assignor and AFG dated as of January 30, 1996 (the "Management Agreement"). and

WHEREAS, the parties hereto desire to effect the transfer by Assignor to Assignee of (a) all of the right, title and interest of the Assignor in, under and with respect to the Leases, and (b) all rights and remedies of Assignor under the Leases accruing from and after the date hereof;

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. Capitalized terms used herein without definition shall have the meaning ascribed thereto in the Master Purchase Agreement.

2. Assignment. Effective as of the date hereof (the "Cut-off Date"), Assignor does hereby sell, convey, assign, transfer and set over, unto Assignee all of its right, title and interest in, under and with respect to the Lease, the Management Agreement and the AFG Master Purchase Agreement together with all other documents and instruments evidencing any of such right, title and interest. Assignor represents and warrants that, so long as no breach or event of default, or event which, with the giving of notice or the passage of time or both, would constitute an event of default, has occurred and is continuing under any Lease, Assignor shall warrant Lessee's right of quiet use and possession of the Equipment thereunder against all persons claiming by, through or under Assignor; however, such representation and warranty shall not include, and shall specifically except any acts or omissions of Assignee or any successor or assign of Assignee or any person or entity claiming by, through or under Assignee.

3. Representations and Warranties of Assignor. Assignor, in order to induce Assignee to enter into this Agreement, hereby represents and warrants to Assignee that the Leases, together with this Agreement and the Notices and Acknowledgements of Assignment, represent the entire agreement, effective as of the date hereof, between the Assignor, as lessor, and each Lessee with respect to the leasing of the Equipment under such Lease; that of the only duplicate originals of each of the Leases, one has been delivered to the Lessee thereunder and any other originals thereof will be delivered to the Assignee promptly after the Closing (as defined in the Master Purchase Agreement); that each of the Leases is in full force and effect, without modification or amendment, except for the documents set forth above; that to the best of Assignor's knowledge, no event of default has occurred and is continuing thereunder; that the rents payable under each of the Leases are not subject to any defenses, set-offs or counterclaims which are solely the result of any act or omission on the part of Assignor; and that as of the date hereof there are no sales taxes or other governmental charges due with respect to the Equipment other than those payable by Lessees under the Leases and excluding any taxes that are based on or measured by the net income of lessor under the Leases. Assignee agrees to provide Assignor with a resale tax exemption certificate for the State of Massachusetts.

4. Indemnity.

(a) Assignee shall indemnify and hold Assignor harmless from and against any and all costs, claims, liabilities and causes of actions, including, without limitation reasonable attorneys' fees and costs of defending such claims and causes of action (collectively, "Claims"), from any liabilities or obligations arising under the Lease to the extent such liabilities or obligations arise on or after the Cut-off Date, except for Claims resulting from Assignor's negligence or misconduct.

(b) Assignor shall indemnify and hold Assignee harmless from and against any and all costs, claims, liabilities and causes of actions, including, without limitation reasonable attorneys' fees and costs of defending such claims and causes of action (collectively, "Claims"), from any liabilities or obligations arising under the Lease to the extent such liabilities or obligations arise prior to the Cut-off Date, except for Claims resulting from Assignee's negligence or misconduct.

5. Miscellaneous. This Agreement may be signed in counterparts, which together shall constitute one instrument. This Agreement shall be governed and interpreted under the laws of the Commonwealth of Massachusetts. In the event that any dispute arises under this Agreement, including, without limitation, any Claim, either party in the case of a dispute, or the claiming party in the case of a Claim, shall submit the matter for arbitration in Boston, Massachusetts, by and pursuant to rules of the American Arbitration Association ("AAA"). The arbitrator who hears the case shall be an expert in equipment leasing transactions similar to the transactions contemplated herein selected by AAA and AAA shall be advised that the parties have agreed in advance that any matter submitted to AAA for resolution shall be heard in a reasonably expeditious manner. The powers of the arbitrator shall expressly include both the right to

issue injunctive orders and to order the payment of money damages. The resolution of the matter by arbitration shall be binding upon the parties hereto and judgment upon the award of the arbitrator may be entered in any court of competent jurisdiction. Costs of arbitration and legal fees shall be awarded to the prevailing party; provided, however, that the arbitrator shall have the power to make a different allocation of costs and legal fees whenever it is fair or reasonable to do so as determined by the arbitrator.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed as of the date above written.

ASSIGNOR:

AFG/EIREANN LIMITED PARTNERSHIP II

By: AFG/IRELAND II, INC.,
its General Partner

By:  _____

Title: Vice President

ASSIGNEE:

CANTRIP INVESTMENTS LIMITED

By: _____

Title: _____

issue injunctive orders and to order the payment of money damages. The resolution of the matter by arbitration shall be binding upon the parties hereto and judgment upon the award of the arbitrator may be entered in any court of competent jurisdiction. Costs of arbitration and legal fees shall be awarded to the prevailing party; provided, however, that the arbitrator shall have the power to make a different allocation of costs and legal fees whenever it is fair or reasonable to do so as determined by the arbitrator.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed as of the date above written.

ASSIGNOR:

AFG/EIREANN LIMITED PARTNERSHIP II

By: AFG/IRELAND II, INC.,
its General Partner

By: _____

Title: Vice President

ASSIGNEE:

CANTRIP INVESTMENTS LIMITED

By: V. H. Adams

Title: DIRECTOR

STATE OF MASSACHUSETTS)

SS:

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On this 30th. day of January 1996, before me personally appeared Susan S. Franklin, to me personally known, who, being by me duly sworn, did say that she is the Vice President of American Finance Group, Inc. a Delaware corporation, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(seal)

Signature of Notary Public

My Commission Expires:

4/4/97

CERTIFICATION

Attached hereto is a true, correct and complete copy of the Assignment and Assumption Agreement dated as of January 30, 1996 between AFG/Eireann Limited Partnership II and Cantrip Investments Limited. Such Assignment and Assumption Agreement is in full force and effect of the date hereof.

Date: 1-30-96

By: Jim Baker
Title: Manager.

STATE OF MASSACHUSETTS)
) ss:
COUNTY OF SUFFOLK)

On this 30th. day of January 1996, before me personally appeared Eileen W. Baker, to me personally known, who, being by me duly sworn, did say that she is the Manager, Operations of American Finance Group, Inc. a Delaware Corporation, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(seal)

(seal) Ann A. Hayward
Signature of Notary Public

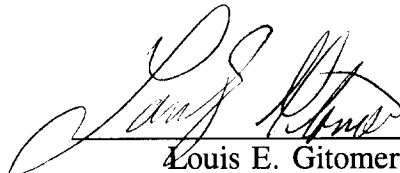
My Commission Expires: 4/4/97

SCHEDULE 1

Serial Number	Year	Manufacturer	Model	Type	Acceptance Date
CE790051A/n/c/n/e	CE		Q-153	TOPC PLATCAR	1/01/1996
CE790076	CE		Q-153	TOPC PLATCAR	1/01/1996
CE790063	CE		Q-153	TOPC PLATCAR	1/01/1996
CE790068	CE		Q-153	TOPC PLATCAR	1/01/1996
CE790071	CE		Q-153	TOPC PLATCAR	1/01/1996
CE790067	CE		Q-153	TOPC PLATCAR	1/01/1996
CE790074	CE		Q-153	TOPC PLATCAR	1/01/1996
CE790061	CE		Q-153	TOPC PLATCAR	1/01/1996
CE790075	CE		Q-153	TOPC PLATCAR	1/01/1996
CE790066	CE		Q-153	TOPC PLATCAR	1/01/1996
CE790069	CE		Q-153	TOPC PLATCAR	1/01/1996
CE790073	CE		Q-153	TOPC PLATCAR	1/01/1996
CE790064	CE		Q-153	TOPC PLATCAR	1/01/1996
CE790065	CE		Q-153	TOPC PLATCAR	1/01/1996
CE790077	CE		Q-153	TOPC PLATCAR	1/01/1996
CE790059	CE		Q-153	TOPC PLATCAR	1/01/1996
CE790060	CE		Q-153	TOPC PLATCAR	1/01/1996
CE790070	CE		Q-153	TOPC PLATCAR	1/01/1996
CE790078	CE		Q-153	TOPC PLATCAR	1/01/1996
CE790050	CE		Q-153	TOPC PLATCAR	1/01/1996

CERTIFICATION

I, LOUIS E. GITOMER, have compared this copy to the original Assignment Agreement dated as of January 30, 1996, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.



Louis E. Gitomer
February 8, 1996